

CITY

## MEMORANDUM OF UNDERSTANDING

WASHINGTON TRAFFIC SAFETY COMMISSION  
621 8<sup>th</sup> Ave SE, Suite 409, PO Box 40944, Olympia WA 98504-0944

THIS AGREEMENT is made and entered into by and between:

Everett Police Department  
(Agency Name)

Hereinafter referred to as "CONTRACTOR" and the WASHINGTON TRAFFIC SAFETY COMMISSION, hereinafter referred to as "WTSC."

IT IS THE PURPOSE OF THIS AGREEMENT to provide overtime funding to law enforcement agencies who have certified Drug Recognition Experts (DRE) to conduct the following activities:

- Respond to radio calls when no other DRE is available on duty and requiring a response in 'overtime status' from list of registered DREs.
- Cover shift extension 'overtime' when completing a drug evaluation or covering a request for a DRE
- Testifying in court as a result of performing drug evaluations due to these call outs and shift extensions when overtime is required to testify. (Not responsible for overtime generated from cases/arrests during normal employment or assignment)
- On an overtime basis, participate in DRE sponsored emphasis patrols, allied agency DRE-related requests, or other DRE programs such as teaching and training deemed necessary and pre-approved by the State DRE Program Coordinator between **July 1, 2017 through June 30, 2019.**

### **IT IS, THEREFORE, MUTUALLY AGREED THAT:**

1. All contractor DREs will be maintained and available for callout by Washington State Patrol communications in their individual regions. Contractor is responsible to insure that WSP Communications has their correct contact information as part of this agreement. WSP Communications has assigned a special roster of DREs that assists in finding those that are available under these MOUs.
2. Contractor will provide a certified DRE on an "overtime" basis (**not to exceed 1.5 times normal salary and benefits**) to perform drug evaluation activities as specified. No other commissioned personnel will be funded.
3. The period of activity will begin on July 1, 2017 and extend through June 30, 2019.
4. Drug evaluation performance standards for certified and funded DREs must meet the standards of the International Association of Chiefs of Police.
5. DREs will maintain good standing with Drug Evaluation Classification Program; i.e. paperwork, rolling logs, and resumes. (Contractor and DRE will be notified if DRE is not eligible for availability and removed from WSP roster -30 day notice given.)
6. Disputes arising under this agreement shall be resolved by a panel consisting of one representative of the WTSC, one representative from your agency and one representative from the DECP. The dispute panel shall thereafter decide the dispute with the majority prevailing.
7. Either party may terminate this agreement upon (30 days) written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

8. WTSC Termination – This project agreement may be terminated or fund payments discontinued or reduced by WTSC at any time upon written notice to the Contractor due to non-availability of funds, failure of the Contractor to accomplish any of the terms herein, or from any change in the scope or timing of the project.
9. The Drug Evaluation Classification Program (DECP) will monitor and track the availability of DRE funds. Expenditure tracking will be shared with WTSC quarterly to ensure DRE funding is being fully utilized.

**FISCAL RESPONSIBILITY:**

1. For all DRE overtime activities to be billed against this MOU, any projected overtime amount greater than \$5,000 must get prior written approval from WTSC.
2. Contractor must submit the billings and supporting documents to the Drug Evaluation Classification Program (DECP) at 811 E. Roanoke St., Seattle WA 98102-3915 for approval and reimbursement **not more than 30 days after the last day of the month in which the overtime is worked**. Billings and supporting documents submitted later than the 30 day cutoff will be reviewed on a case by case basis. Contractor must ensure that reimbursement being requested is not for on-duty time, but for call out and shift extension overtime only.

**Billings will include:**

- Completed and signed invoice Voucher, A19-1A Form (attached). Your agency must be identified as the “Claimant” and Federal Tax ID # and an original signature of the agency head, command officer or contracting officer must be provided on the A19-1A form.
- Payment documentation (overtime slips, payroll documents, etc.)
- DRE Request Form showing all pertinent information. If for court case, evidence it came from a prior MOU overtime situation must be provided with the A-19 1A form.

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT.

Everett Police Dept. 7/3/17  
(Agency) (Date)

Chief Dan Templeman  
Contracting Agent Title & NAME (print/type name)

[Signature]  
(Signature)

**APPROVED/DISAPPROVED**

A. J. Medalan 9/20/17  
Washington Traffic Safety Commission (Date)

Please return this signed form to:

Attention: Drug Evaluation Classification Program  
Washington State Patrol  
811 E Roanoke ST  
Seattle WA 98102-3915

AGREED:

**CITY OF EVERETT, WASHINGTON**

By: Ray Stephanson  
Ray Stephanson, Mayor  
Date: 7-17-2017

ATTEST:

Sharon Fuller  
Sharon Fuller, City Clerk  
Date: 7-17-2017

APPROVED AS TO FORM:

James D. Iles  
James D. Iles, City Attorney  
Date: 7/14/17



Initialed by:  
Department Head  
CAA  
Council President

Account approved  
7-12-17 J.P.